

Subject: Architectural & Design Consultancy services for Construction of BEML site Office and stores building at Charkop Depot, Mumbai

TENDER ENQUIRY

Tender Ref: BR01/RM5/1900032107 Date: 06.02.2020

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Compliance: Agreed & accepted to comply all the above points

Name:

(Authorized Signatory)

Signature of Bidder with Date:

Company Seal

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SCOPE OF WORK

BEML Limited, a Mini ratna Company incorporated under the Indian Companies Act, 1956, is a Public Sector undertaking, under the Ministry of Defence, having its Registered Office at "BEML Soudha" No.23/1, IV Main, Sampangiram Nagar, Bangalore – 560 027. One of the Production Units located in Bangalore is engaged in the production of Defence & Railway Equipments. We have a requirement of "Architectural & Design Consultancy services for Construction of BEML site Office and stores building at Charkop Depot, Mumbai"

As a part of our business plan and manufacturing of Metro cars for Mumbai Metro, we would like to construct a site office-RCC Building (GROUND FLOOR ONLY) in an area of 20mX10m at our Metro project site in charkop depot, Mumbai. The said proposed site area would also have stores building/accommodation. Further, we would like to invite bids for architectural and design consultancy services for the proposed building at charkop depot.

The cost of engaging consultancy services has been considered as Rs.1.32Lakhs and the total cost of the building has been estimated as Rs.44Lakhs which includes cost of plumbing, sanitary, electrical, main water supply & sanitary UG connections.

The statutory deposits to be electricity & water board or any local bodies would be extra & not considered in the estimated cost of building.

The detailed scope of work of consultancy & payment schedule has been mentioned.

Request to quote your lowest & most competitive offer for the work please.

You are requested to contact Mr. Digant Makwana, Manager, BEML-Mumbai Office on Mob- 9999442045 to visit the proposed site and acquaint with the site conditions before submission of quote for the work.

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TENDER SCHEDULE & INSTRUCTIONS

We invite Tender from the eligible/ interested Bidders for the subject work through manual mode.

Schedule of events:

Sl. No	Details	Important Date & Time
1	Last date & time for Submission of Technical Bid & Commercial bid through e-mode.	18.02.2020 up to 1330 Hrs
2	Technical Bid opening date & time	18.02.2020 at 1400 Hrs.
3	Commercial bid opening date	Commercial bid opening date will be informed later to technically accepted Bidders/Bidders only.
4	Period of Contract	Till physical / actual completion and handing over the site office building & stores
5	Estimated Value of Works	Rs.1,32,000/- (Inclusive of taxes)

INSTRUCTIONS for SUBMISSION of the TENDER:

Technical and commercial bids should be submitted in manual in two separate covers super scribing the envelopes as "Technical Bid", "Commercial bid" mentioning the subject "Tender for "Architectural & Design Consultancy services for Construction of BEML site Office and stores building at Charkop Depot, Mumbai" and should be sent through speed post

The Senior Manager (Tender section)  
BEML LIMITED.,  
Bangalore Complex  
New Thippasandra Post  
Bangalore – 560 075  
Karnataka, India  
Ph-080-25022638/25022635

The Tender is a TWO-BID System. The Tender consists of:

- 1) TECHNICAL BID.
- 2) COMMERCIAL BID.

1) INSTRUCTION for SUBMISSION of TECHNICAL BID:

1.1. The following Technical Bid documents should be forwarded

- (i) Completely filled Signed Technical Bid
- (ii) Signed copy of Entire Tender Documents as acceptance of terms & Conditions
- (iii) All supporting documents as stated in Technical Bid

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1.2. Technical Bid will be opened first (i.e. 18.02.2020 at 1400 Hrs) and the Commercial Bid of only technically accepted bids will be opened subsequently. (Commercial bid opening date will be informed later to technically accepted Bidders / Bidders only).

**2) INSTRUCTION for SUBMISSION of COMMERCIAL BID:**

2.1) The Bidder is required to write rate in figures as well as in words in the commercial bid. In case of any discrepancy between the two, those written in words shall take precedence.

2.2) In the event of an error occurring in the amount column of Bill of Quantities as a result of wrong extension of unit rate and quantity, the unit rate quoted by the Bidder shall be regarded as firm and the extension shall be amended on the basis of the rate.

2.3) Commercial bids of only technically qualified Bidders / Bidders will be opened after evaluation of the Technical Bids received.

The bidders are requested not to send any Technical bid & commercial bid documents in a single cover. If any commercial/Price detail is received along with the Technical bid, their offer is liable for rejection.

**3) GENERAL INSTRUCTION for TENDER:**

3.1) The Bidder is advised to carefully go through the terms & conditions of tender before submitting the Quotation.

3.2) This tender form is not transferable under any circumstance.

3.3) BEML is not obligated to contract for any of the works / services described in the Tender.

3.4) The Tender Enquiry is not an offer or a contract.

3.5) Proposals once offered to BEML Ltd shall become BEML's property.

3.6) Bidders will not be compensated or reimbursed for costs incurred in preparing Proposals.

3.7) BEML reserves the rights to:

- I. Accept or reject any or all proposals without assigning any reason
- II. Waive any anomalies in proposals through an addendum
- III. Modify or cancel the Tender Enquiry

3.8) BEML decision is final on evaluation of the offer and binding on the bidders. Conditional and Incomplete offers will be rejected.

3.9) Unsolicited letters/canvassing/post tender corrections canvassing by Bidders in any form including unsolicited letters on tenders submitted or post tender corrections shall render their tenders liable for rejection.

3.10) Validity of the offer: Validity period of the offer is 120 days (One hundred and Twenty days) from the date of opening of the Commercial Bid of the Tender.

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Note: To know the scope of the work, it is suggested to the interested bidders may contact Construction department by calling telephone Number: 080- 25022735 Senior Manager (Construction) before Tender closing date (i.e. before 18.02.2020 @ 13:30 hrs.) To visit the site in Mumbai, bidders are requested to contact Mr. Digant Makwana, Manager, BEML-Mumbai Office on Mob- 9999442045 to visit the proposed site and acquaint with the site conditions before submission of quote for the work.

#### TECHNICAL BID ( MANDATORY )

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Sl. No	Particulars	Details (To be filled by the Bidder )
1.	Firm Name & Address details Name in full under which the Bidder is executing the contract (Please write the Name in full under which the Bidder is executing the contract)	
2	GST Registration	The firm should be registered under GST. The bidder should quote their GST Number and copy of GST registration certificate to be enclosed
3	Work Experience	Consultant(s) should have experience of having successfully completed similar Architectural & design consultancy works for a minimum project value of Rs.44Lakhs during the last 7 years ending last day of the Month previous to the one in which this tender notice/enquiry is invited and should be either of the following:  (Documentary evidence of satisfactory completion of consultancy work/completion certificates to be enclosed)

## ANNEXURE-A

Compliance: Agreed & accepted to comply all the above points

Name:

(Authorized Signatory)

Signature of Bidder with Date:

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(INFORMATION & DECLARATION by the BIDDER)

Sl.No	Particulars	Details (To be filled by the Bidder )
01.	Name in full under which the Bidder is executing the contract (Please write the Name in full under which the Bidder is executing the contract)	
02.	Address of the official premises of the Bidder (Please write the Address of the official premises of the Bidder)	
03.	Contact Person Name : Telephone / Mobile number of the Bidder : Valid E-mail ID : (Please write the Telephone/Mobile number, valid E-mail of the Bidder)	
04	Income Tax PAN Number : ( Kindly submit copy of Income Tax PAN Number)	SUBMITTED / NOT SUBMITTED ( Please put tick mark on the appropriate )

I / We certify that to the best of my / our knowledge the particulars / information / Documents furnished above and in this Tender are true. If any of the above information/ Documents furnished is found to be false or wrong, It is understood that the information furnished will be treated as confidential and will not be divulged to unauthorized persons.

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ANNEXURE – B

TERMS AND CONDITIONS OF THE CONTRACT

1) WORKS TO BE CARRIED ON WITH EXPEDITION FAILING WHICH THE COMPANY MAY EMPLOY OTHER BIDDERS WITHOUT VITIATING THE CONTRACT

The bidder shall commence to carry on the works with due diligence and as much expedition as the Engineer may reasonably expect having regard to the specified time of the whole of the works as mentioned in the " Bill of Quantities /Scope of the contract " of General Specifications. In case the Bidders fail to do so, the costs and charges incurred by the company in doing so shall be ascertained by the competent authority and be paid for or allowed to the company by the Bidder and it shall be competent for the company, to reduce the amount of such costs and charges along with overheads out of any sum or sums due to or to become due from the company to the Bidder under this or any other contract.

2) DAMAGES FOR DELAYS IN THE PERFORMANCE OF THE CONTRACT

In case the Bidder fails to complete the works and clear the site on or before the stipulated time mentioned in the Work order he shall without prejudice to any other right or remedy of the Company in this behalf pay, as agreed Liquidated Damages and not as penalty, pay sum equal to 0.5% of the Contract sum (excluding non tendered/extra items, if any) for every week's delay subject to maximum of 10% of the total final bill value of the Contract.

Liquidated Damages shall be applicable in the following cases:

- a) where the Bidder fails to complete the work within the stipulated time;
- b) where the extension of time is granted with levy of LD;
- c) Where extension of time is granted without levy of LD but the Bidder has failed to complete the work within the extended period.

The amount of Liquidated Damages shall be adjusted or set off against any sum payable to the Bidder under this or any other contract/s awarded by the Company.

In case where the contract is subjected to levy of LD, the Chief Engineer shall be the authorized person to issue 'Work Completion Certificate', which shall be final and binding the Company as well as the Bidder concerned.

3) EXTENSION OF TIME

The Bidder is bound to complete the work within the stipulated time. The Chief Engineer has to assess the delay arising out of default of the Bidder. Where the delay is due to default of the Bidder, and if there is no financial loss due to such delay, the Chief Engineer can recommend for grant of extension of time by the same authority who accepted the tender/awarded the contract, subject to recording the reasons for granting such extension of time.

Where the delay is due to default of the Bidder, and if there is a financial loss due to such delay, the extension of time requires the approval of CMD. In the absence of CMD's approval, Liquidated Damages for delay in completion of the work shall become enforceable.

4) SECURITY DEPOSIT:

The successful tenderer shall be required to furnish security deposit for the fulfilment of contract and amount shall

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be 10% of the value of the contract, to be paid by the Bidder. No waiver can be allowed in this regard. Such security deposit shall not entail any interest payment on refund.

The Bidder shall choose any one of the following options for payment of security deposit in writing as under:

(i) The Bidder shall within 30 days of acceptance of the contract deposit the full Security Deposit by Demand Draft/Banker's cheque drawn on any of the commercial bank made in favour of Company. PEMD held with BEML cannot be considered for such adjustment in the Security Deposit payable by the Bidder.

(ii) Bank guarantee from any commercial bank equivalent to the amount of security deposit valid for a period required by BEML shall also be accepted.

(iii) Security Deposit amount shall be deducted from the running bills of the Bidder at the rate of 10% or higher of the gross value of each bill. However, the entire security deposit amount shall be deducted before completion of 90% of work.

The above deposit shall be held by the Company as security for the satisfactory performance of the contract. All compensations or other sums or money payable by the Bidder to the Company under the terms and conditions of this contract shall be deducted from this security deposit or from any other sums that shall be due, or shall become due to the Bidder by the Company on any account whatsoever and in the event of the security deposit being reduced by reasons of any such deductions the Bidder shall within ten days thereafter make good these deductions.

#### 5) REFUND OF SECURITY DEPOSIT:

The above deposit, as the name itself signifies, shall be held as Security for performance of the contract and shall be refunded to the Bidder on completion of the contract (Physical completion of building) based on the recommendations of the Chief Engineer in writing that the work has been physically completed in all respects.

#### 6) FORE-CLOSURE OF CONTRACT:

The tender documents shall provide a clause to the effect that at any time after acceptance of the tender, the Company can decide to abandon or reduce the scope of work for any reason whatsoever, the Chief Engineer shall give notice in writing to that effect to the Bidder. The compensation, if any, payable for such foreclosure of work shall be discussed mutually between the Company and the Bidder and settled after taking into consideration the loss suffered by the Bidder on account of foreclosure of the contract. The Bidder shall have no claim for any compensation whatsoever on account of any profit or advantage which he might have derived consequent to foreclosure of the whole or part of the works. The Company shall have the option to take over the Bidder's materials or any part thereof, either brought to the site. The amount of compensation payable to the Bidder due to foreclosure shall be decided by the authority one level above the level of the authority competent to award the contract, or by the CMD.

#### 7) TAXES & DUTIES APPLICABLE

The tenderer should be a Registered Bidder under GST. The basic price and applicable tax should be quoted separately in the BOQ. The tenderer should quote their GST number. TDS (Income Tax): The tenderer should quote their PAN number. Tax deducted at source (TDS) will be recovered as applicable.

#### 8) DISPUTE RESOLUTION AND JURISDICTION:

All disputes or differences whatsoever arising between the parties out of or relating to the construction, meaning and operation or effect of the contract or the breach thereof arising during the progress of work or after completion or abandonment thereof shall be mutually discussed and settled amicably by conciliation Committees/Councils

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comprising of independent subject experts constituted by BEML, failing which, the dispute shall be settled by arbitration consisting of sole arbitrator appointed by the Company in accordance with the provisions of Arbitration and Conciliation Act 1996 and the arbitration proceedings shall be conducted at the place of awarding of original contract.

The court at the place of awarding of contract only shall have jurisdiction to entertain any dispute/matter relating to the contract.

In case of any dispute between the Company and any other Public Sector / Government department relating to the interpretation and application of the provisions of the contract, such disputes / differences shall be referred by either party to the arbitration of one of the arbitrators in the Department of Public Enterprises. The Arbitration and Conciliation Act, 1996 and amendment thereof shall not be applicable to this clause. Any party aggrieved by such award, shall make further reference to the Ministry of Law and Justice, Government of India.

In case BEML challenges the Arbitral Award passed against it, 75% of the award may be paid to the Bidder / concessionaire against Bank Guarantee without prejudice to the final order of the Court in the matter under challenge. The payment may be made into a designated Escrow Account with the stipulation that the amount so released will

be used, first, for payment of lenders' dues, second, for completion of the project and then for completion of other projects of BEML, as mutually agreed / decided. Any balance remaining in the Escrow Account subsequent to settlement of lenders' dues and completion of projects of BEML, may be allowed to be used by the Bidder / concessionaire with the prior approval of the lead banker and BEML.

In case the subsequent court order required refund of the money paid by BEML to the Bidder / concessionaire against Bank Guarantee, the amount shall be refunded by the Bidder / concessionaire along with appropriate interest. The rate of interest on such refund amount shall be decided by BEML keeping in view the cost of capital to BEML or the rate of interest provided for in the Contract Agreement or the rate of interest awarded under the Arbitral Award under challenge.

#### PAYMENT TERMS

Sl.no	Description of work	Payment schedule
1	Preparation of Architectural elevation drawings (2 options) of the proposed building in line with the adjacent buildings of the depot and submission of hard and soft copies to BEML	50% of the quoted amount would be released on completion of activity. 30% of the quoted amount would be released on placing PO for execution of work of building & balance 20% will be released on completion of the work at site
2	Soil investigation of the proposed site and submission of soil test report to BEML	50% of the quoted amount would be released on completion of activity. 30% of the quoted amount would be released on placing PO for execution of work of building & balance 20% will be released on completion of the work at site
3	Structural design	
	Structural design as per IS considering the load on structure, load calculations & analysis and	50% of the quoted amount would be released on completion of activity. 30% of the quoted amount

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	submission of the report to BEML with 3rd party vetting for design. Note: The consultants/bidders may please note that the present proposal is for construction of only Ground floor, however, the structure has to be designed to take the load of One additional floor (First floor) for future expansion	would be released on placing PO for execution of work of building & balance 20% will be released on completion of the work at site
4	Submission of BOQ & drawings for tendering	
	Preparation of BOQ with detailed specifications for the items involved for the work mentioning the brand, make of materials to be used such as cement, steel etc., preparation of plan, sections, elevation, execution drawings for civil & structural works including bar bending schedule for reinforcement and submission to BEML. Preparation of estimate based on BOQ by considering latest Delhi schedule of rates (DSR) & market rates	50% of the quoted amount would be released on completion of activity. 30% of the quoted amount would be released on placing PO for execution of work of building & balance 20% will be released on completion of the work at site
5	Site visits during execution	
	Making necessary changes, if required as per site conditions in the execution drawings during work progress and site visits during execution of work by a qualified & experienced structural/civil engineer till completion of works and handing over the work site to BEML. (Note: The minimum number of visits during execution of work has been considered as 5 visits, however, the consultant/Engineer is required to visit the work site for any technical clarifications during execution as and when intimated by BEML till completion of the entire works )	50% of the quoted amount would be released on completion of 50% of the building work and balance 50% would be released on completion of building and handing over the building to BEML
6	Submission of As built drawings (Hard & soft copies) & Recording the joint measurements of the works executed along with representative from BEML & Contractor for settlement of final bill of the contractor	100% of the amount quoted would be released on completion of this activity

## FINAL BILL

No Escalation Claim: While quoting the rates, the tenderer is advised to consider all factors in the market rates etc, claim will be entertained on this account after acceptance of the tender or during the currency of the contract. On completion of the work and the recording of measurements in the MBs, a final bill shall be submitted by the Bidder. On receipt of the final bill duly signed by the Bidder, the same shall be scrutinized by the Engineer-in-charge/Officer-in-charge to see that the claim is in order.

The final bill prepared by the Construction Department and accepted by the Bidder, shall be accompanied with the Compliance: Agreed & accepted to comply all the above points

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following documents:

- 1) Original Completion certificate
- 2) No claim certificate duly signed by the Bidder
- 3) Contract Agreement
- 4) Revised estimate as duly approved by Competent Authority.
- 5) Any other documents which are specified by the Management from time to time.

The Engineer-in-charge/Officer-in-charge has to certify in the work Completion certificate as well as in the Measurement Book, that the work is executed in conformity with the contract specification, drawings and other conditions.

The final bill duly checked and co-ordinated by the Engineer-in-charge/Officer-in-charge shall be sent to the Finance Department through Chief Engineer along with the documents stated above.

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